

CITY OF ANNISTON
March 2, 2021
5:30 P.M.

- **INVOCATION**
- **PLEDGE OF ALLEGIANCE**
- **CALL TO ORDER**
- **ROLL CALL**
- **READING/APPROVAL OF MINUTES OF PREVIOUS MEETING**
 - February 16, 2021 Regular meeting
- **ADDITIONS/DELETIONS TO THE AGENDA**
- **ADOPTION OF AGENDA**

I. CONDUCT PUBLIC HEARING - Suspended during COVID-19

Speaking to a Public Hearing Item

In the interest of time and to ensure the fairness of all persons who appear before the City Council to speak for or against a public hearing item, speakers will be limited to three (3) minutes each to address City Council except as described herein. One speaker for the Petitioner may address the City Council for no more than 10 minutes, unless extended by the Mayor. In an effort help the City Council and the general public to better understand the issues, the Mayor may request that a City staff member address the City Council from the podium. Speakers from the general public may only speak when recognized by the Mayor during the public hearing. Speakers will be asked to come to the podium to address the City Council for three (3) minutes and they shall state their name and resident address for the record. Speakers addressing City Council on a public hearing item should coordinate comments in order to respect City Council's time constraints. Groups should select a spokesperson to present the major points that summarize their position and opinions. Speakers are urged to be brief and non-repetitive with their comments. Comments shall specifically address the public hearing item before the City Council, and the speaker shall maintain appropriate tone and decorum when addressing the City Council. City Council may ask questions of the applicant, speakers, or staff during these proceedings only for the purpose of clarifying information. The speaker shall not direct derogatory comments to any individual, organization, or business. At the conclusion of the three (3) minute time period, the speaker will be notified that his/her time has elapsed and the next speaker will be recognized to come forward to the podium and address the City Council. Once the public hearing is closed on an item, there will be no further opportunity for formal or informal public input at a City Council meeting.

II. PROCLAMATION

(a) Developmental Disabilities Awareness Month

III. UNFINISHED BUSINESS – None

CONSENT AGENDA

- (a)** Resolution authorizing reimbursements to city officials for expenses incurred while traveling away from the City
- (b)** Resolution declaring reported condition to be a public nuisance
Group 2021-02 Grass/Debris/Vehicles
- (c)** Resolution authorizing the submission of a grant application under the Staffing for Adequate Fire and Emergency Response (SAFER) grant program
- (d)** Motion to award the bid for demolition of six (6) substandard structures in the amount of \$61,000.00 using funds from Community Development Block Grant to EMTEK

IV. RESOLUTIONS

- (a)** Resolution authorizing an agreement with the Walker Collaborative LLC for the development of a citywide Comprehensive Plan

V. ADDITIONAL OR OTHER MATTERS THAT MAY COME BEFORE COUNCIL

VI. RECEIVE INFORMAL PUBLIC COMMENTS – Suspended during COVID-19

VII. RECEIVE FORMAL PUBLIC COMMENT – Suspended during COVID-19

COUNCIL COMMENTS – Suspended during COVID-19

ADJOURNMENT

MINUTES

Anniston, Alabama

February 19, 2021

The City Council of the City of Anniston, Alabama, met in Regular Session in Room B at the Anniston City Meeting Center in the City of Anniston, Alabama, on Friday, February 19, 2021, at approximately 12:32 o'clock p.m.

Father John McDonald, Reverend at Sacred Heart of Jesus Catholic Church, prayed the Invocation.

Father John McDonald, Reverend at Sacred Heart of Jesus Catholic Church, led the Pledge of Allegiance to the Flag.

Mayor Draper called the meeting to order. On call of the roll, the following Council Members were found to be present: Council Members Jenkins, Roberts, Smith, Harris, and Draper. A quorum was present and the meeting opened for the transaction of business.

Steven Folks, City Manager, was present.

Council Member Roberts made a motion to waive the reading of and approve the minutes of the February 2, 2021 Regular meeting. The motion was seconded by Council Member Jenkins and on call of the roll the following vote was recorded: ayes: Council Member Jenkins, Roberts, Smith, Harris, and Draper; nays: none. The motion carried and the February 2, 2021 Regular Meeting minutes were approved.

Mayor Draper made a motion to adopt the agenda. The motion was seconded by Council Member Jenkins and on call of the roll the following vote was recorded: ayes: Council Member Jenkins, Roberts, Smith, Harris, and Draper; nays: none. The motion carried and the agenda was approved.

Mayor Draper opened a public hearing to receive public comments regarding a 140- Special Events Retail license application for Rack and Roll Billiards Inc., d/b/a Shamrock the Block 2021 located on Noble Street between 9th and 10th Street within the corporate limits on Saturday, March 13, 2021. No One Spoke. Mayor Draper closed the public hearing to receive public comments regarding a 140- Special Events Retail license application for Rack and Roll Billiards Inc., d/b/a Shamrock the Block 2021 located on Noble Street between 9th and 10th Street within the corporate limits on Saturday, March 13, 2021.

Mayor Draper opened a public hearing for board confirmations of Robert Hollingsworth to the Transit Advisory Board.

Mayor Draper made a motion to approve the consent agenda:

- (a) Resolution appointing member(s) to the Transit Advisory Board (21-R-11)
- (b) Resolution reappointing member(s) to the McClellan Development Authority (21-R-12)
- (c) Resolution declaring reported condition to be a public nuisance Group 2021-01 Grass/Debris/Vehicles (21-R-13)
- (d) Motion to approve a 140- Special Events Retail license application for Rack and Roll Billiards, Inc., d/b/a Shamrock the Block 2021 located on Noble Street between 9th and 10th Street within the corporate limits on Saturday, March 13, 2021

(e) Motion to award bid for re-roofing Anniston Museum of Natural History building to Bond Construction Company in the amount of \$483,000.00

The motion was seconded by Council Member Harris and on call of the roll the following vote was recorded: ayes: Council Member Jenkins, Roberts, Smith, Harris, and Draper; nays: none. The motion carried and the consent agenda was approved.

Mayor Draper made a motion that the council be adjourned into executive session for the purpose of discussing the general reputation, character, professional confidence of individuals who are not employees or appointed officials of the City. The motion was seconded by Council Member Jenkins and on call of the roll the following vote was recorded: ayes: Council Member Jenkins, Roberts, Smith, Harris, and Draper; nays: none. The motion carried and the council adjourned to convene into Executive Session at approximately 12:40 p.m.

CONSENT AGENDA

RESOLUTION NO. 21-R-__

**A RESOLUTION AUTHORIZING REIMBURSEMENTS TO CITY OFFICIALS FOR EXPENSES
INCURRED WHILE TRAVELING AWAY FROM THE CITY**

BE IT RESOLVED, by the City Council of the City of Anniston, Alabama, that reimbursement is made by the City of Anniston, Alabama, as follows:

- a. \$200.00 to Carol Bush, PARD, for while attending TFCUSA Indoor Track National Championship in Birmingham, Alabama from 2/13/2021 – 2/14/2021

PASSED AND ADOPTED this ____ day of **March 2, 2021**

**CITY COUNCIL OF THE CITY
OF ANNISTON, ALABAMA**

BY:_____
Jack Draper, Mayor

BY:_____
Jay Jenkins, Council Member

BY:_____
Demetric Roberts, Council Member

BY:_____
Ciara Smith, Council Member

BY:_____
Mille Harris, Council Member

ATTEST:

Skyler Bass, City Clerk

RESOLUTION NUMBER 21-R-__

A RESOLUTION DECLARING A REPORTED CONDITION TO BE A PUBLIC NUISANCE

WHEREAS, Tana Bryant, an Appropriate City Official, pursuant to Section 34.7 and 34.15 of said Ordinance, has reported to the City Council that conditions exist at **see attached (Group 2021-02 Grass/Debris/Vehicles)** in Anniston, Alabama that are believed to be a public nuisance; and

WHEREAS, the said City official submitted proof of said condition that was deemed by the City Council to be satisfactory to show that a public nuisance existed at the place specified; and

WHEREAS, Section 34.3 (b) (1), (2), (4) of the City of Anniston Ordinance No. 11-0-9 declares the following conditions to be a public nuisance: **overgrown lots, maintenance or storage of motor vehicles that are not in usable condition as defined in Section 34.2 of the Code of Ordinances and debris, motor vehicles and trash**; and

RESOLVED THEREFORE, that a public nuisance exists at the above said locations within the City of Anniston, said property being more particularly described on **Exhibit "A"** to this resolution; and

RESOLVED FURTHER, that the public nuisance must be abated by the City and the cost of abatement charged as a lien against the property if not remedied by the owner(s); and

RESOLVED FURTHER, that a hearing be set before the City Council at its next regular scheduled meeting to hear objections to the City's actions; and

RESOLVED FURTHER, that at least two NOTICES TO REMOVE PUBLIC NUISANCE be promptly posted by the Appropriate City Official in front of the said property at not more than 100 feet in distance apart as specified in Section 34.16 of the Code of Ordinances; and

RESOLVED FURTHER, that the Appropriate City Official shall post said NOTICE TO REMOVE PUBLIC NUISANCE, as aforesaid, at least 5 days prior to the time for hearing objections by the City Council; and

RESOLVED FURTHER, that the Appropriate City Official shall determine the name and address of the person or entity last assessing said property for tax purposes, and shall further cause a search to be made of the public records, and shall further make a diligent investigation to discover the name(s) and contact information of the owners of every beneficial interest in the said property; and

RESOLVED FURTHER, that the Appropriate City Official shall, at least 5 days prior to the time for a hearing of objections by the City Council, mail a copy of said Notice by certified or registered mail, with postage prepaid and return receipt requested, to the last person/entity assessing the property for taxes and to each owner of a beneficial interest in said property including, without limitation, mortgagees of record.

PASSED AND ADOPTED this the **2nd** day of **March 2021**.

**CITY COUNCIL OF THE CITY OF
ANNISTON, ALABAMA**

BY: _____
Jack Draper, Mayor

BY: _____
Jay Jenkins, Council Member

BY: _____
Demetric Roberts, Council Member

BY: _____
Ciara Smith, Council Member

BY: _____
Millie Harris, Council Member

ATTEST:

Skylar Bass, City Clerk

Exhibit "A"
Group 2021-02 Grass/Debris/Vehicles

Address	PPIN	Owner	Violation
12 Blue Mountain	74007	Rodriguez Cindy Jacqueline Gonzalez	Inoperable vehicles: Red Ford tag unknown and red Saturn no tag
208 West 20 th Street	20127	Chadwick Inc.	Debris and inoperable vehicles: Green Chevy SUV tag unknown, and utility trailer tag unknown
431 Chestnut Ave	18312	Mitchell William Elbert	Weeds, debris and inoperable vehicle: red Chevrolet Monte Carlo tag 17A164B
626 Mulberry Ave	18626	Bentil Robert	Inoperable vehicles: Red Chevrolet tag unknown, red Chevrolet pick up tag unknown, Blue hatchback tag unknown, one vehicle under tarp
629 Mulberry Ave	18623	Summers Stephens Jr	Inoperable vehicle: Black Chevrolet pick up tag unknown
630 Mulberry Ave	63052	Mullinax Shannon Elizabeth	Inoperable vehicle: Cadillac tag unknown
710 Mulberry Ave	18778	Keane James Michael	Weeds, debris and inoperable vehicles: Black sedan tag unknown, black pick up tag unknown
1924 McKleroy Ave	20126	Brown Ronnie L & Debra S	Inoperable vehicle: red SUV tag unknown
2706 Old Quintard	25198	Thomas George	Debris and inoperable vehicles White 2-door no tag and black 2-door tag unknown, Navy 2-door tag unknown
3824 George St	60561	Woodrow Leslie T	Inoperable vehicles: Ford Taurus tag unknown, White with blue camper tag unknown

RESOLUTION 21-R-_____

**AUTHORIZING THE SUBMISSION OF A GRANT UNDER THE STAFFING FOR ADEQUATE
FIRE AND EMERGENCY RESPONSE (SAFER) GRANT**

WHEREAS, the U.S. Department of Homeland Security has the authority to award grant assistance under the Staffing for Adequate Fire and Emergency Response (SAFER) Grant Program; and

WHEREAS, the City of Anniston recognizes the need for grant assistance for the cost of a new firefighter position to be located at the Anniston Regional Airport.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Anniston as follows:

1. That the submission of a grant application under said program;
2. That the City of Anniston commits the 25% matching requirement for the first two (2) years and 65% for the third year;
3. That the Mayor and/or City Manager are authorized to sign any and all documents to obtain said grant; and
4. That the Fire Chief and/or his authorized representative is authorized to prepare and submit the grant application through the required on-line process.

PASSED AND ADOPTED this the **2nd** day of **March 2021**.

CITY COUNCIL OF THE CITY OF
ANNISTON, ALABAMA

Jack Draper, Mayor

Jay Jenkins, Council Member

Demetric Roberts, Council Member

Ciara Smith, Council Member

Millie Harris, Council Member

ATTEST:

Skyler Bass, City Clerk

FACT SHEET

SUBJECT: Evaluation of bids for demolition of 6 substandard structures.

FACTS: Funding from CDBG.

VENDORS SUBMITTING BIDS

EMTEK

1. 1621 Cobb Ave	\$ 9,000.00
2. 927 W. 14 th St.	\$12,000.00
3. 1031 W. 19 th St.	\$13,500.00
4. 225 Grant Ave	\$ 7,000.00
5. 410 S. Christine Ave	\$12,500.00
6. 1401 Cobb Ave	\$ 7,000.00
Total	\$61,000.00

Teague Hauling and Demolition	No Bid
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RECOMMENDATION: The bid should be awarded to EMTEK in the amount of \$61,000.00 for the 6 substandard structures.

RESOLUTIONS

RESOLUTION NO. 21-R-____

**A RESOLUTION AUTHORIZING AN AGREEMENT WITH THE WALKER COLLABORATIVE FOR
THE DEVELOPMENT OF A CITYWIDE COMPREHENSIVE PLAN**

WHEREAS, the City of Anniston recognizes the need to address and manage the social, cultural and economic growth with the accompanying policies that will guide the city's planning, preservation and sustainability through public leadership, engagement and detailed visioning. The process will create a directional tool to guide the city from its past, present and well into the future;

WHEREAS, The City of Anniston, through its Planning Commission, initiated a process to seek out highly qualified planning and design professionals to provide credentials leading the selection evaluation process. The planning commission conducted interviews with detailed questions along with follow up leading to the recommendation of a planning firm/team it felt to be the right fit for Anniston in leading this community based effort;

WHEREAS, The Walker Collaborative, has presented a work program and project components that are fitting and work efficiently for developing policies that will provide guidance in the areas of social cultural and economic enrichment for Anniston, its citizens and all those that choose to invest in its future;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Anniston, Alabama, that the Mayor is hereby authorized and directed to execute a professional services agreement with The Walker Collaborative in accordance with their response to the City's RFQ for development of a Comprehensive Plan for the City of Anniston as attached hereto as Exhibit A.

PASSED and ADOPTED this 2nd day of **March 2021**.

CITY COUNCIL OF THE CITY
OF ANNISTON, ALABAMA

Jack Draper, Mayor

Jay Jenkins, Council Member

Demetric Roberts, Council Member

Ciara Smith, Council Member

Millie Harris, Council Member

ATTEST:

Skyler Bass, City Clerk

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is entered into as of the ____ day of February, 2021, by and between the City of Anniston, Alabama (hereinafter referred to as the "Client"), and The Walker Collaborative, LLC, a Tennessee Limited Liability Company doing business at 2408 Belmont Boulevard, Nashville, Tennessee 37212 (hereinafter referred to as the "Consultant").

WHEREAS, the Client desires the preparation of a "Comprehensive Plan" and

WHEREAS, the Client desires to engage the Consultant to provide the professional services required for this planning project; and

WHEREAS, the Consultant desires to undertake the project.

NOW, THEREFORE, the parties hereto mutually agree as follows:

- 1. Scope of Services.** The Consultant agrees to provide services to prepare the "Comprehensive Plan" for the Client. The services to be performed are described in Exhibit A, attached hereto and incorporated herein ("Scope of Work"). The Client agrees to provide review and input to the Consultant as described in Exhibit A. Furthermore, the Client shall be responsible for all logistics related to public meetings and public engagement, including securing meeting space, placing any required legal notices, advertising and promoting meetings as desired by the Client, and any other related activities.
- 2. Term.** This Agreement shall take effect as of the date first set forth above, and shall remain in full force and effect until the project is completed, unless terminated as provided in Paragraph 4(A).
- 3. Compensation and Reimbursement.**
 - A. Amount of Compensation and Reimbursement.** The Client shall compensate the Consultant for its services and reimburse the Consultant for its expenses in accordance with the Project Budget contained in Exhibit B and incorporated herein. It is agreed that the total compensation and expense reimbursement to be paid for the professional services provided under this Agreement shall be a sum of \$150,000. By mutual agreement, the Client and the Consultant may reallocate the budget among project tasks if the total compensation amount remains unchanged.

- B. Method of Compensation and Reimbursement. The Consultant shall submit monthly invoices to the Client for the Consultant's services based upon the percentage completion of each project task identified in Exhibit A. Monthly invoices shall include reimbursable expenses in accordance with Exhibit B. The compensation to the Consultant is a "fixed fee" and "fixed expenses" approach that is based upon the estimated hours and expenses for the project, as opposed to the actual hours and expenses that may ultimately occur. This approach is intended to provide financial certainty to both parties for this project. The Client shall make payments within forty-five (45) days of the Client's receipt of invoices. Late payments shall be accompanied by interest calculated at a rate of 1.5 percent per month thereafter, except that interest will not be charged on any amount that is the subject of a legitimate, good faith dispute.

4. General Terms and Conditions.

- A. Termination of Agreement: The parties shall have the right to terminate this Agreement, with or without cause, by giving written notice to the non-terminating party of such termination and specifying the effective date thereof. Notice shall be given at least fifteen (15) days before the effective date of such termination. In such event all finished or unfinished documents, data, studies and reports prepared by the Consultant pursuant to this Agreement shall become the Client's property. The Consultant shall be entitled to receive compensation in accordance with the Agreement for that portion of the work which has been completed pursuant to the terms of this Agreement prior to the date of termination.
- B. Changes. The Client may periodically request changes in the Scope of Services of the Consultant to be performed hereunder. Such changes, including the amount of the Consultant's compensation, that are mutually agreed upon between the Client and the Consultant, shall be in writing and, upon execution by both parties, shall become part of this Agreement.
- C. Assignability. Any assignment or attempted assignment of this Agreement by the Consultant without the prior written consent of the Client shall be void. However, any claims for money due, or to become due, to the Consultant from the Client under this Agreement may be assigned without such approval. Written notice of any such assignment or transfer shall be furnished to the Client.
- D. Audit. The Client or any of its duly authorized representatives shall have access to any books, documents, papers, and records of the Consultant that are pertinent to Consultant's performance under this Agreement, as the Consultant maintains them in the ordinary course of business, for the purposes of making an audit, examination, or excerpts. The Client's review of the Consultant's materials described above shall occur at a

mutually agreeable time. The Consultant agrees to maintain records relating to the project that is the subject of this Agreement for three (3) years after this Agreement terminates.

- E. Ownership of Documents. Upon receipt of full and final payment, reports, studies, plans, graphics, presentations, and other materials prepared by the Consultant in connection with this Agreement shall be the property of the Client. However, the Consultant shall have the right to identify the Client and to describe and exhibit the work done pursuant to this Agreement in the course of the Consultant's marketing, professional presentations, and for other business purposes.
- F. Assignment of Rights. Upon receipt of full and final payment, the Consultant assigns to the Client all rights to the work that the Consultant prepared, developed, or created for the Client pursuant to this Agreement, including the right to: 1) reproduce the work; 2) prepare derivative works; 3) distribute copies to the public; and 4) to display the work publicly. The Consultant shall have the right to identify the Client and to describe and exhibit the work done pursuant to this Agreement for marketing, professional presentations, and for other business purposes.
- G. Governing Law. This Agreement shall be governed by the laws of the State of Alabama. The Consultant shall comply with all applicable state and federal laws and regulations and resolutions of the Client, and shall commit no trespass on any public or private property in the performance of any of the work embraced by this Agreement.
- H. Subcontractors. The Consultant shall have the right to utilize the following parties as a subcontractor under this Agreement:

Common Ground Urban Design + Planning - Franklin, TN
Randall Gross / Development Economics - Nashville, TN
Skipper Consulting - Birmingham, AL

Other subcontractors may be utilized if approved by the Client.

Fees, charges and expenses of any and all subcontractors utilized by the Consultant are included in the fixed fee set forth Paragraph 3(A) of this Agreement. The Consultant will be solely responsible for the payment of all such fees, charges and expenses and will indemnify and hold the Client harmless from and against any and all claims by such subcontractors.

- I. Notices. Any notice from the Consultant to the Client concerning the terms and conditions of this Agreement shall be made in writing and delivered by certified or registered U.S. Mail, return receipt requested, and shall be addressed as follows:

Corbett Imes "Toby" Bennington, AICP
Director of Planning & Economic Development
City of Anniston
4305 McClellan Blvd.
Anniston, AL 36202

Any notice to the Consultant from the Client concerning the terms and conditions of this Agreement shall be made in writing and delivered by certified or registered U.S. Mail, return receipt requested, and shall be addressed as follows:

Philip L. Walker, FAICP
Principal
The Walker Collaborative
2408 Belmont Boulevard
Nashville, TN 37212

Notices from one party to the other shall be deemed effective upon confirmed receipt. Either party may change its address or contact person by written notification to the other party.

- 5. Indemnification.** The Consultant shall indemnify and hold the Client harmless from and against all claims, costs, suits, actions and expenses, including attorney's fees, made or occasioned by any act and/or omission of the Consultant or its agents or subcontractor(s) in connection with performance of the Consultant's obligations under this Agreement.
- 6. Independent Consultant.** Both parties agree that the Consultant and its subcontractors are independent contractors. The Consultant, its agents and subcontractors, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees of Client.
- 7. Insurance.** For the term of this Agreement, the Consultant shall maintain insurance that protects the Consultant and the Client while performing the work covered by this Agreement from claims for damages that may arise from the Consultant's operations. The amounts of such insurance shall be as follows:
 - A. Professional liability insurance. The Consultant shall maintain coverage in the amount of not less than \$1,000,000.00 (each occurrence and general aggregate).
 - B. Commercial general liability insurance. The Consultant shall maintain coverage in the amount of not less than \$1,000,000.00 (each occurrence and general aggregate).

C. Motor vehicle liability insurance on all motor vehicles owned, leased or otherwise used by the Consultant in an amount not less than \$500,000.00 (combined single limit) for bodily injury including death and property damage combined.

D. Certificate of Insurance. Upon the Client's request, the Consultant shall furnish to the Client a certificate of insurance covering the work as required above as evidence that the insurance will be maintained in force for the entire duration of the work performed under this agreement.

8. Extent of Agreement. This Agreement represents the entire and integrated agreement between the Client and the Consultant. It supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both the Client and the Consultant, except that the parties may orally modify the time for performance of the Agreement.

9. Miscellany. In the event that any provision of this Agreement shall be held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain valid and binding upon the parties hereto. A waiver of a breach of any of the provisions shall not be construed as a continuing waiver or other breaches of the same or other provisions thereof.

THE WALKER COLLABORATIVE, LLC

CITY OF ANNISTON, AL

By: _____
Philip L. Walker

By: _____
Jack Draper

Title: Principal

Title: Mayor

Date: _____

Date: _____

EXHIBIT A: SCOPE OF WORK

Overview

The following five tasks are proposed for the Anniston Comprehensive Plan, and each is described in detail below:

Task 1.0: Project Kick-Off & Research

Task 2.0: Visioning & Economic/Market Analysis

Task 3.0: Charrette & Concept Plan

Task 4.0: Plan Preparation

Task 5.0: Plan Presentation & Revisions

Meetings

This Scope of Work is based on the idea that the City will be responsible for all logistics related to meetings, including securing a venue, advertising meetings, recruiting participants, promoting meetings and setting up videoconferencing when needed. Also, in light of the pandemic, the Consultant Team and the City will need to be prepared to adapt meetings for the use of videoconferencing, as needed.

Task 1.0: Project Kick-Off & Research

This initial task will serve as the research and diagnostic phase on which the balance of work will rely. The Consultant Team will perform the following sub-tasks prior to, during, and after the initial three (3) day *Trip #1* to Anniston:

Task 1.1: Kick-Off Meeting & City Tour

This meeting with City representatives (including a Steering Committee, if appointed) will fine-tune the project details and allow the Consultant Team to gain additional insights from the City. The team will also be provided with any available information not previously provided by the City up to this point, such as:

-)] Base map data (electronic format in GIS)
-)] Aerial photo maps
-)] Zoning and development regulations
-)] Previous community plans and studies
-)] Demographic and economic data
-)] Other relevant materials, as determined

The city tour will be led by City representatives, with additional follow-up work by the Consultant Team as part of Task 1.2.

Task 1.2: Physical Analysis

As part of the initial fieldwork, the Consultant Team will evaluate the city's general physical characteristics through the review of maps, field notes and photography. Based upon that field research and existing data, the Consultant Team will conduct an evaluation of the city's existing conditions, with an emphasis on:

-)] Existing land uses
-)] Development form and character
-)] Transportation and mobility
-)] Existing and potential public spaces
-)] Natural and historic resources

-)} Community facilities
-)} Neighborhoods and housing
-)} Special areas (Downtown, etc.)

Task 1.3: Existing Conditions Mapping

To the extent that existing digital mapping is readily available to the Consultant Team, the team's GIS technician will develop a series of graphically consistent existing conditions maps. Depending upon the data available, examples of potential maps might include: topography, floodplains, land uses, parcel boundaries, streets, pedestrian and bicycle infrastructure, public transit routes and stations/stops, multi-modal transportation facilities, community facilities, public utilities, and similar key features.

Task 1.4: Public Policy & Programs Review

The Consultant Team will review all relevant plans and current zoning codes and development regulations to determine their impacts on the City. An emphasis will be placed on identifying future opportunities, as well as existing barriers to investing in the community. Regulatory issues to be researched include permitted land uses, bulk requirements, design standards, and parking requirements. Any existing financial incentive programs for developers and/or businesses will also be reviewed. This task will be particularly important later when the Consultant Team proposes regulatory amendments to help implement the Comprehensive Plan.

Task 1.5: Future Build-Out Scenario

A map and statistics for land use and development based on current policies will be created to illustrate trends. This task will depend upon the availability of sufficient GIS data, as well as existing zoning that is specific enough regarding density/intensity to be able to calculate potential density/intensity of development.

Task 1.6: Public Kick-Off Meeting

Although the agenda will be determined with City input, this interactive forum might feature the following:

-)} Introduction of City representatives and the Consultant Team
-)} Explanation of the project process and objectives
-)} Identification by participants of Anniston's challenges and opportunities
-)} Identification by participants of other model communities

Deliverables: Existing Conditions Digital Maps
PowerPoint Presentation (Task 1.6)

Task 2.0: Visioning & Economic/Market Analysis

Although public input will be a key aspect of this project throughout the life of the planning process, Task 2.0 will feature one of the major early pushes to solicit meaningful participation from stakeholders and the general community. The Consultant Team will need to meet with the Project Steering Committee (if established) at the beginning of the project to fine-tune this task to determine the most appropriate process for Anniston. However, this task might preliminarily include the following steps to be conducted by Consultant Team as part of a two (2) day *Trip #2* to Anniston:

Task 2.1: Stakeholder Focus Group Meetings

The City will identify key stakeholders who can provide useful information and perspectives on the various issues affecting Anniston. Up to five (5) meetings with various stakeholder groups will be conducted by key members of the Consultant Team, with each meeting including up to roughly

ten (10) individuals having a common interest in the community. Each meeting will last approximately one (1) hour, and examples of potential groups include:

-) Residents
-) Property owners, developers, and real estate professionals
-) Business owners/operators, chamber of commerce, economic development entities
-) Institutional representatives (churches, schools, public safety/military, etc.)
-) Public officials (City, County, ALDOT, etc.)

Task 2.2: Public Opinion Survey

Using SurveyMonkey, the Consultant Team will first prepare a draft survey intended to gauge opinions and preferences related to various growth and development issues for Anniston. The survey will strike a balance between having enough detail to solicit useful information, yet being short enough to encourage a high response rate. Most questions will be multiple choice for tabulating purposes, but a few open-ended questions requiring narrative answers will also be included. Some demographic questions will occur at the end so the City will have a better sense of who responded, although surveys will be anonymous. Once the draft survey is approved by the City, it will be administered online. The results will be contained in an appendix section of the plan and will be summarized in the main body of the plan. If the City wants to include the option of hard copies being completed, they will be responsible for disseminating, collecting and tabulating the results.

Task 2.3: Planning Principles

Based upon a combination of planning "best practices" and the public input obtained up to this point in the project, the Consultant Team will a set of Planning Principles to guide the subsequent planning effort. The will be reviewed by the City and edited as needed by the Consultant Team. Public input on the principles will also be solicited in Task 3.0 in case any additional revisions are needed.

Task 2.4: Economic & Market-Based Findings

Rather than determining the specific elements of this task at this point, the Consultant Team's economist and strategic planner will begin to study the issues once the project is initiated to determine how his efforts can be most useful. Regardless of the selected elements, this task will start with an Economic Baseline Assessment. It will not only be needed as basic information for the plan, but it will also help to identify or confirm any key issues that need to be addressed in the plan to inform the balance of this task. With respect to real estate market sectors, an existing market conditions assessment might be performed for the key sectors of housing, retail, office and industrial. Tourism and lodging might also be addressed. For one or more of those sectors, **a market analysis might be desired to forecast Anniston's quantifiable current and future market potentials for various land uses and development. Future demand for non-residential uses would be projected by building square footage, while demand for residential uses would be projected by housing units by type. Strategic recommendations would accompany any market analyses. Other potential services as part of this scope might include economic development visioning and strategies, facilities needs assessments, target industry assessments, and fiscal analysis to determine how the City might achieve more balanced revenue sources that are less dependent upon sales tax revenues. It must be emphasized that, while one or more of these services can be part of this task, the proposed budget would not support all of these services.**

Deliverables: Public Opinion Survey Results (Task 2.2)
 Planning Principles (Task 2.3)
 Economic & Market-Based Findings (Task 2.4)

Task 3.0: Charrette & Concept Plan

A "charrette" is an intensive process in which numerous people work together over a limited period of time to develop creative ideas for solving problems. The charrette process has deep roots in the planning and design professions. Although the proposed methodology has been designed to encourage strong public input throughout the life of this project, Task 3.0 offers the single greatest opportunity for meaningful "hands-on"

involvement of Anniston's citizens, key community stakeholders, and City officials. The goal of the charrette process is to provide a forum for the public and to achieve a consensus. The most tangible outcome of the charrette will be the creation of a Concept Plan to serve as the basis for the ultimate Comprehensive Plan. This five (5) day task comprising the team's *Trip #3* to Anniston will require strong teamwork between the Consultant Team and the City, as the City is expected to recruit and schedule all public participants. Although the specifics of the charrette can be fine-tuned later based upon the City's feedback, the following sub-tasks should be considered:

Task 3.1: Follow-Up Field Work (Day 1- morning & afternoon)

This task will give Consultant Team members another opportunity prior to the evening Public Workshop to build on previous impressions of the study area- gained during Task 1.0. In particular, examples of land uses, development and urban design features in Anniston that "work" and "don't work" will be identified. Also, any field information not previously obtained, but since recognized as necessary, can be gathered as part of this task.

Task 3.2: Public Workshop (Day 1- evening)

Prior to Task 3.0, the City will recruit participants to be involved in the Public Workshop. Participants should be stakeholders representing a range of interests in the community, as well as the general public. Among the stakeholders, the City's project Steering Committee members should also be well-represented, if such a committee is appointed for this project. The Consultant Team, City representatives, and Public Workshop participants will gather at the charrette facility (to be determined) and achieve the following over a roughly two (2) to three (3) hour period:

Workshop Orientation

The Consultant Team will present the following:

-) Workshop Purpose & Overview
-) Preliminary Findings
-) Results of the Public Input to Date
-) Workshop "Ground Rules"

Planning Session

The participants will split up into multiple Workshop Teams. Each Workshop Team will locate at a large table. Each team will have an aerial photo map of Anniston for informational purposes, a large base map for drawing, and colored markers. The Consultant Team will then guide the Workshop Teams through a process so that they can create their own concept plans. Once the Workshop Teams begin their planning, the Consultant Team members will walk around and keep the Workshop Teams moving in a positive direction, but they will not do the planning for them. The process should encourage creativity, include full participation by all Workshop Team members, and be based upon ambitious and positive thinking. The end product for each Workshop Team will be a colored-up base map that illustrates their planning and design concepts, as well as side notes that list the key ideas of their plan (particularly those topics that do not lend themselves to graphic representations on a map).

Plan Presentations & Wrap-Up

Following the completion of the Planning Session, the Workshop Teams will reassemble into a single group and one or more members of each team will briefly present their plans utilizing their illustrated maps and notes. After each presentation, there will be a brief amount of time for questions and comments. Following the Workshop Team presentations, the Consultant Team will conclude the evening by identifying common elements between the various plans, and suggest how their ideas might be combined to form the basis for the Concept Plan as a prelude to the ultimate Comprehensive Plan.

It should be noted that, while Walker and Covington will be in Anniston for all five (5) days of the charrette, the other team members will not be required for the full duration, but instead for key times and meetings.

Task 3.3: Concept Strategy Preparation (Days 2-5)

Based upon the Task 1.0 and Task 2.0 work and the results of the Day 1 Public Workshop for this task, the Consultant Team will develop the Concept Plan within the context of a PowerPoint presentation. It will borrow the most viable ideas from the Public Workshop plans, and it will be expanded and refined with additional ideas based upon the Consultant Team's extensive planning experience. It will include a map illustrating *"place types" determined by land uses, form and character*, which can be translated in the future into zoning districts. Potentially, concepts for one or more primary focal areas might be included as well. The Concept Plan will also address other key considerations for Anniston, such as:

-) Natural and cultural resources
-) Public spaces
-) Mobility (including non-motorized, public transit, multi-modal)
-) Downtown
-) Neighborhoods and housing
-) Community facilities
-) Infrastructure and utilities
-) Economic and public policy strategies

At some point during Day 2, the Consultant Team will meet with City representatives, including the Project Steering Committee (if appointed), to receive feedback on the work accomplished up to this point.

Task 3.4: Concept Plan Presentation (Day 5: evening)

Like the Task 1.6 public meeting, this meeting will be promoted by the City for a strong turn-out and might include the following components:

-) Opening Comments & Project Methodology
-) Overview of Existing Conditions
-) Explanation of the Public Input Results
-) Presentation of the Concept Plan

Most of the presentation time will be spent on the Concept Plan rather than background information, and substantial time will be provided for discussion.

Deliverable: Concept Plan PowerPoint and graphics

Task 4.0: Draft Plan Preparation

Based upon the public's and Steering Committee's/City's response to the Concept Plan presented during Task 3.0, a detailed draft plan will be prepared. While the plan document outline can be decided with input from the Steering Committee/City, the following plan components are preliminarily proposed for consideration:

BACKGROUND SECTION

Task 4.1: Existing Conditions Analysis

This section will serve as a background report for the plan so readers can understand the community's current situation. It will contain a series of maps, photographs and text to address the following general research topics as described previously in more detail in Task 1.0:

-) Brief history of Anniston (emphasizing its development history)

-)] Physical conditions (natural and cultural resources; land uses; development densities/intensities, form and character; streets/mobility; infrastructure/utilities; public spaces; distinct areas/districts/corridors, etc.)
-)] Socio/economic conditions based upon the Task 2.0 economic and market-based findings
-)] Public policies (zoning, subdivision regulations, previous plans and studies, etc.)

Task 4.2: Future Build-Out Scenario

Based upon the work achieved in Task 1.5, this scenario will be conveyed via a map and statistics for future land use and development based on current policies to illustrate trends.

Task 4.3: Public Input & Planning Principles

This section of the plan will summarize the results of the various visioning efforts thus far in the project. It will describe the community's preferences for future growth and development as identified through meetings, interviews, the public opinion survey, and other means. Photographs from the charrette will emphasize the hands-on nature of the process. Based on that input and "best practices" for comprehensive planning, the project's Planning Principles will be listed. Those principles will cover all of the basic topics that will serve as the basis for the various plan elements (described below).

PLAN ELEMENTS SECTION

This primary plan section serving as the "meat" of the document will address the following planning topics:

Task 4.4: Place Types: Land Uses, Densities/Intensities, Form and Character

As the single most critical plan element, it will address the following subjects using maps, text and graphics:

-)] Graphically-Coded Place Types map and supporting text to factor in land uses, densities/intensities, form and character for each district classification to serve as the basis for future zoning
-)] Form and Character recommendations and illustrations for each place type as a basis for potential code revisions located later in the plan's Implementation section

Task 4.5: Transportation & Mobility

Anniston's growth, traffic and opportunities for walking, biking, public transit, and other alternative modes of transportation will be balanced with the needs of motorized vehicles. In particular, the plan will include consideration of the following issues:

-)] Consultation with ALDOT, Calhoun Area MPO, Calhoun County and the City to determine previously-proposed transportation projects that should be incorporated
-)] Street layout and connectivity for both motorized and non-motorized traffic (bike lanes), including delineation of the functionally classified street network
-)] Concepts to rebalance and "right size" streets utilizing flexibility in engineering and context-sensitive street design
-)] Street cross-section designs for each key street type proposed
-)] Multi-modal transportation opportunities such as Anniston Airport and Amtrak (to the extent relevant)
-)] Role of public transit in community-wide mobility
-)] Regional cooperation within the Calhoun Area MPO and ALDOT

Greenways, although also a form of transportation, will be addressed in Task 4.6 below

Task 4.6: Public Space & Recreation

This plan section will address the following types of public spaces, both existing spaces with potential for improvements and new public spaces:

-)] Greenways - improvements to any existing trails and expansion opportunities
-)] Parks - passive and active recreation
-)] Plazas and other more urban spaces
-)] Venues for special events

This plan element will consider national per-capita standards for parks and recreation facilities, such as those provided by the National Park & Recreation Association (NPRA), as well as citizen preferences as conveyed through the various public input opportunities for the project.

Task 4.7: Natural & Historic Resources Conservation

This plan element will provide resource conservation recommendations for the following topics through maps, text and photographs:

-) Natural Resources – open space, protection of steep slopes and water resources (streams, wetlands, floodways and floodplains, etc.)
-) Historic Resources - historic districts, key individual sites/landmarks, and regulations and incentives to protect and enhance them

Task 4.8: Economics

Building on his work in Task 2.4, this plan section will be led by Randall Gross / Development Economics, and it will feature strategic recommendations related to his market conditions assessment and/or analysis as described in Task 2.4. This section might also address fiscal issues for the City.

Task 4.9: Housing

This plan section will build upon the Task 2.4 existing economic and market conditions assessment and/or analysis for housing to reiterate housing needs in Anniston and provide a general strategy for providing the variety of housing that is identified as being in need. In particular, issues related to housing conditions and affordability will be addressed, and a strategic implementation plan will address housing rehabilitation, neighborhood revitalization, development projects, developer recruitment and incentives, redevelopment, and related issues.

Task 4.10: Downtown

Based upon the analysis work of Task 2.4 and the considerable experience of the full Consultant Team, this plan section will address a range of issues for Downtown Anniston organized around the Main Street “Four Point” approach: organization, design, economic vibrancy and promotion. It will work closely with the local Main Street program and at least one (1) urban design concept plan will be part of this task for a specific area of the Downtown.

Task 4.11: Community Facilities & Utilities

This plan section will consider topics such as sewer and water, power, and public facilities. This task will address current service areas and capacities, future demands based on anticipated growth, and general recommendations for expansions and upgrades. The Consultant Team will rely heavily on the City’s engineering and public works staff/consultants, as well as local utility authorities, for both their information and opinions.

Task 4.12: Plan Implementation

The following implementation issues will be addressed:

-) *Policy Revisions* - identification of any key policy revisions necessary to implement the plan, such as zoning and development standards
-) *Primary Capital Projects* - a summary of major transportation and public facility projects
-) *Implementation Matrix* - to summarize each key recommendation of the plan organized by issue category, page number references within the plan for more detail, responsible parties (City, County, private sector, etc.), and suggested sequencing within a general timeframe (short-term, mid-term, long-term)

There will also be an appendices section of the plan that includes supplemental materials.

Deliverable: PDF of Draft Comprehensive Plan

Task 5.0: Plan Presentation & Revisions

Following sufficient time for the City's review, key members of the Consultant Team will present the draft plan in a public forum as part of the team's one (1) day *Trip #4* to Anniston. Based upon a review of the draft plan by the Steering Committee (if appointed) and City, input from the public presentation, and the City's submission of a single "red-lined" copy (serving as a composite of all comments) back to the team for any necessary revisions, the draft plan will be revised and submitted as a final document.

Deliverables: PowerPoint presentation
 Electronic copy of the plan in its original software (including GIS maps) and a PDF